

REMARKS/ARGUMENTS

The present application was originally filed with claims 1-52. By prior Amendments, the Applicant canceled claims 1-52, without prejudice or disclaimer, added new claims 53-90, and then withdrew claims 72-90 in response to a Restriction Requirement by the Examiner. In the prior Amendment filed with a Request for Continued Examination, independent claim 53 was amended, as were dependent claims 54, 56-59 and 63. In the present Amendment, claims 53, 56 and 58 are amended, and as noted by the Examiner in the Office Action, the present amendments are made with reference to the claims filed February 17, 2009. No new matter has been added. Accordingly, claims 53-71, as herein amended, are presently pending and reconsideration of these claims is respectfully requested.

I. EXAMINER INTERVIEW

An in-person interview was conducted between the Examiner, the Applicant, and the Applicant's Attorneys of Record on May 14, 2009. An Interview Summary was mailed on May 19, 2009, and the Applicant acknowledges that Interview Summary and thanks the Examiner for preparing the same.

II. REJECTIONS UNDER 35 U.S.C. §112

The Examiner has rejected claims 53-71, which includes independent claim 53, under 35 U.S.C. §112, second paragraph, as allegedly indefinite. Specifically, the Examiner objects to use of the term "partner" in the claims, as well as use of the phrase "unassociated with the network database" in the claims. Although the Applicant may not necessarily agree with either ground of

rejection, the claims have been amended to remove the terms in question. Accordingly, it is believed this rejection has been overcome.

III. REJECTIONS UNDER 35 U.S.C. §102

The Examiner has rejected claims 53-71, of which claim 53 is independent, under 35 U.S.C. §102(e) as allegedly anticipated by U.S. Patent 6,915,271 to Meyer *et al.* For at least the reasons discussed below, the Applicant asserts that Meyer does not anticipate independent claim 53, as herein amended, or its dependent claims.

Independent claim 53 has been amended to recite, *inter alia*, that a network member database is established "on a network-connected computer within a secure member computer network, said network database corresponding to a plurality of member consumers." In addition, amended claim 53 recites "receiving a first one of said virtual documents at said network database from a document providing module in response to a member consumer's selection of a first incentive offer distributed to the member consumer from outside the member computer network by a first incentive offer distributor, the first incentive offer selection received at the network-connected computer from the first incentive offer distributor." Amended claim 53 also recites "receiving a second one of said virtual documents at said network database from the document providing module in response to the member consumer's selection of a second incentive offer selection distributed to the member consumer from outside the member computer network by a second incentive offer distributor different than the first incentive offer distributor, the second incentive offer selection received at the network-connected computer from the second incentive offer distributor,"

In contrast, Meyer does not disclose the "receiving a first one of said virtual documents at

said network database from a document providing module in response to a member consumer's selection of a first incentive offer *distributed to the member consumer from outside the member computer network by a first incentive offer distributor*, the first incentive offer selection received at the network-connected computer *from the first incentive offer distributor*," (emphasis added). Also, Meyer does not disclose "receiving a second one of said virtual documents at said network database from the document providing module in response to the member consumer's selection of a second incentive offer selection *distributed to the member consumer from outside the member computer network by a second incentive offer distributor different than the first incentive offer distributor*, the second incentive offer selection received at the network-connected computer *from the second incentive offer distributor*," Instead, Meyer discloses that the incentive offers displayed to members of the Meyer's network are distributed by the network itself, and not by distinct incentive distributors.

More specifically, Meyer provides a wholly enclosed and private system and method where the closed system creates, displays/distributes and catalogues the incentives. The private system creates the incentives, then places the incentives on the "iSave" website for potential consumers to browse, and once selected by a consumer, the selective incentives are associated with the consumer's membership information stored on the member database. As a result, the incentives are created in Meyer's private system and distributed on the private website where clipped incentives are stored. See Figs. 31, 33 and 35 of Meyer. Even when "publishing" incentives on websites (col. 7, ln. 40), it is still a single distributor within the member network and associated with the consumer database that is distributing incentives. Consequently, Meyer discloses that any incentive offers are distributed from within the member network, rather than

from outside the network by different incentive distributors.

Moreover, the consumer's selection of any incentive offers are sent by such different offer distributors to the database within the member network. Still further, since Meyer does not disclose that offers are distributed by different offer distributors from outside the member network having the incentive database, Meyer also does not disclose extracting "data identifying the first incentive offer distributor," or "data identifying the second incentive offer distributor," as recited in amended independent claim 53. A powerful benefit provided by the receiving/storing of data identifying that the first and second incentives, first and second distribution partners, and first and second business advertisers are all respectively different is that only the consumers are associated with the database, while the creators and distributors of the actual incentive advertisements need not have any association with the consumer database. Meyer does not provide these elements of claim 53, and thus cannot provide this benefit of the present claims.

For at least the above reasons, Meyer does not teach all of the elements of independent claim 53, as herein amended, and thus Meyer does not anticipate independent claim 53. As such, Meyer also does not anticipate all of the claims dependent on claim 53. Accordingly, the Applicant respectfully request that the Examiner withdraw the §102 rejection with respect to the pending claims.

IV. CONCLUSION

The Applicant submits that claims 53-71, as herein amended, are allowable, and therefore a Notice of Allowability is respectfully requested. The Examiner is requested to contact the Attorney of Record in needed to expedite prosecution of the present application, or to discuss

any of the above arguments in further detail.

The three-month period for response to the pending Office Action expired August 26, 2009. Therefore, this Amendment is being filed with a two-month request for extension of time, which extends the response period to October 26, 2009. Thus, this Amendment is timely. If any other fees are believed to be due with this filing, or an overpayment has occurred, the Director is hereby authorized to charge or credit Deposit Account No. 13-0480 any such amount, referencing the Attorney Docket Number specified herein.

Respectfully submitted,

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